



**NEW JERSEY TURNPIKE AUTHORITY
REQUEST FOR PROPOSAL
FOR
ARBITRAGE COMPLIANCE, YIELD
RESTRICTION COMPLIANCE AND YIELD MONITORING
SERVICES**

RM-102959

SEPTEMBER 2013

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SECTION I -- INTRODUCTION

Enclosed herewith is a Request for Proposal (“RFP”) by the New Jersey Turnpike Authority (“Authority”) for a firm to perform arbitrage compliance, yield restriction compliance and yield monitoring services (the “Services”) in connection with the New Jersey Turnpike Revenue Bond Series, 2000, 2003, 2004, 2005, 2009, 2011, 2012 and 2013, in addition to any bonds issued or defeased within the term of the contract. The firm should have a separate group within the firm specializing in arbitrage rebate and yield calculation requirements in accordance with the Internal Revenue Code and applicable Internal Revenue Service (“IRS”) regulations (the “Code”), with working knowledge of the Code (as it may be amended, supplemented and revised). In addition, the Services shall be required for any bonds or notes that the Authority issues during the term of this contract. The resulting contract will be for a term of two (2) years, with the option to extend for two (2) one –year terms at the Authority’s sole discretion.

The scope of services to be performed shall be as set forth in Section III herein.

The Authority wishes to receive proposals (the “Proposals”) from all interested qualified firms (the “Proposers”). Such Proposals must be responsive to all information sought in this RFP. The Authority intends to select one firm to perform the Services. The successful Proposer will be selected based on the evaluation criteria set forth in Section IV.

The solicitation of Proposals is being conducted pursuant to the statutes and laws of the State of New Jersey, as found in N.J.S.A. 27:23-6.1, and Executive Order No. 37 (Corzine, 2006), and the regulations and policies of the Authority with regard to the procurement of professional services. Furthermore, Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.1, *et seq.* In addition, Proposers are required to comply with the EEO requirements of P.L. 1075, C.127 (N.J.A.C. 17:27).

Upon review of all Proposals, the Authority may request that one or more Proposers appear for an oral presentation focusing on how their proposed approach and solution will satisfy the requirements of this RFP. The Authority may limit the number of Proposers that can make oral presentations to permit efficient competition among the most highly rated proposals. Should an oral presentation be requested, it will be an opportunity for each short-listed Proposer to introduce its staff to the Authority, demonstrate its proposed solution, and to present supplementary information regarding its Proposal and credentials as related to the specific needs of the Authority. The Proposer may use handouts, display boards, products and other materials during this oral presentation; provided, however, that the presentation will be restricted to a maximum time period specified by the Authority, including the time allotted for a question and answer period. Information relating to the Proposer’s recent experience on similar assignments, approach to the Services and the use of innovative and/or cost effective measures should be included in the oral presentation.

Proposer(s) invited to make an oral presentation may submit a best and final offer (“BAFO”) either during oral presentation or within two (2) business days following the presentation. The BAFO can modify any aspect of the bid proposal provided mandatory/ minimum RFP requirements continue to be satisfied and further provided that the revised price proposal is not higher than the original price proposal.

After evaluating proposals of those invited to make an oral presentation, the evaluation committee ("Evaluation Committee") may enter into negotiations with same. The primary purpose of negotiations is to maximize the Authority's ability to get the best value based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a Proposer's award potential, including price. More rounds of negotiations may be held with one Proposer than another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly.

After evaluation of the BAFO submissions, and any negotiations, the Evaluation Committee will recommend to the Executive Director for award the Proposer whose proposal, conforming to the RFP, is most advantageous to the Authority, price and other factors considered. The Executive Director may accept, reject or modify the recommendation of the Evaluation Committee. The Executive Director may negotiate further reductions in price with the recommended Proposer.

Negotiations will be conducted only in those circumstances where they are deemed by the Authority to be in the Authority's best interests and to maximize the Authority's abilities to get the best value. Therefore, Proposers are advised to submit their best price proposals in response to this RFP, because the Authority, may, after evaluation, make an award based on the content of these initial submissions, without further negotiations with the Proposer.

A DRAFT FORM OF THE AGREEMENT IS ATTACHED. (See Section VI Exhibit M). ANY PROPOSED MODIFICATIONS TO THE AGREEMENT MUST BE IDENTIFIED AND SUBMITTED WITH YOUR RESPONSE TO THIS RFP; OTHERWISE, BY SUBMISSION OF YOUR RESPONSE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE AGREEMENT ATTACHED HEREIN AND WILL BE FORCLOSED FROM NEGOTIATING SAME.

End of Section I

SECTION II -- ADMINISTRATIVE AND CONTRACTUAL INFORMATION

A. Purpose

This RFP contains a Scope of Services (Section III) which is intended to outline the Authority's needs.

B. Inquiries

ONLY type-written inquiries concerning the RFP will be accepted and may be directed to Andrea E. Ward, Director, Procurement and Materials Management Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX are acceptable. The FAX number is 732-750-5399. The inquiry deadline is **4:30 P.M. EST, Wednesday, October 9, 2013**. Inquiries will not be entertained after this date and time.

A PROPOSER IS NOT PERMITTED TO MAKE INQUIRIES OF OR DISCUSS OR QUESTION ANY AUTHORITY EMPLOYEE, STATE EMPLOYEE OR COUNSEL OR CONSULTANT TO THE AUTHORITY ABOUT THIS RFP WHILE THIS RFP IS OUTSTANDING, EXCEPT AS OTHERWISE SET FORTH HEREIN. IT IS INAPPROPRIATE FOR ANY PROPOSER TO CONTACT ANY AUTHORITY COMMISSIONER OR ANY STATE OFFICIAL OR EMPLOYEE DURING THE REQUEST FOR PROPOSAL PROCESS. FAILURE TO COMPLY WITH THIS GUIDELINE MAY RESULT IN DISQUALIFICATION OF THE PROPOSER.

C. Closing Date

One (1) original and seven (7) copies of the Proposer's Proposal must be received no later than **4:30 PM EST, Thursday, October 24, 2013** addressed to Andrea E. Ward, Director, Procurement and Materials Management Department.

Regular Mail

New Jersey Turnpike Authority
P. O. Box 5042
Woodbridge, NJ 07095

Federal Express or Other Overnight Delivery

New Jersey Turnpike Authority
581 Main Street
Woodbridge, NJ 07095

Proposals not delivered by the stated time and date shall not be considered unless the time is extended by the Authority pursuant to a written addendum published on the Authority's website (the "Addendum").

Proposers mailing Proposals should allow for their normal mail delivery time to ensure timely receipt of their RFP Responses. Please be advised that using overnight /next -day delivery service does not guarantee overnight / next-day deliveries to our location.

D. The Proposals

It is anticipated that the Proposal will provide a concise and precise delineation of the Proposer's ability to meet all of the requirements of the Authority as provided for in this RFP.

E. Proposer vs. Consultant

The terms “Proposer” and “Consultant” are used frequently, and may be used interchangeably; however, “Proposer” is intended to identify the entity submitting a Proposal, while “Consultant” is the entity to whom the Agreement for Professional Services (the “Agreement”) is awarded.

F. Signatures

Proposals must be signed by an officer authorized to make a binding commitment for the Proposer.

G. Incurring Costs

The Authority shall not be liable for any costs incurred by any Proposer in the preparation of its Proposal for the Services requested by this RFP.

H. Addendum to RFP

If at any time prior to receiving Proposals it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable Proposers to make an adequate interpretation of the provisions of this RFP, an Addendum to this RFP will be issued. Upon issuance, said Addendum shall be deemed to be a part of this RFP.

I. Acceptance of Proposals

This RFP does not in any manner or form commit the Authority to make an award. The contents of the Proposal shall become a contractual obligation, if, in fact, a Proposal is accepted and an Agreement is entered into with the Authority. The Authority may award an Agreement solely on the basis of the Proposal submitted without any additional negotiations. The Authority reserves all rights to provide for additional negotiations if it deems it in its best interests. Failure of a Proposer to adhere to and/or honor any or all of the obligations of its Proposal may result in rescission of any award of the Agreement by the Authority.

J. Rejection of Proposals

The Authority reserves the right to reject any and all Proposals. The Authority shall not be obligated at any time to make an award to any Proposer.

K. Final Agreement

Any Agreement entered into with a successful Proposer shall be an Agreement that shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. The provisions of the attached Agreement, not otherwise set forth in this RFP, are hereby incorporated in this RFP. It is understood that any Agreement that may be awarded will be on the basis of a professional agreement for services within the intent of the statutes and laws of the State of New Jersey, including, without limitations N.J.S.A. 27:23-6.1.

L. Dissemination of Information

Information included in this document or in any way associated with this RFP is intended for use only by the Proposer and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

M. Public Records

Any Proposal received from a Proposer under this RFP constitutes a public document that will be made available to the public upon request pursuant to New Jersey's Open Public Records Act, N.J.S.A. 47:1A-1 et seq. A Proposer may request the Authority's General Counsel to deem certain sections of its proposal containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such act.

N. News Releases

No news releases pertaining to this RFP or any project to which it may relate shall be made without the Authority's approval.

O. Affirmative Action

The Proposer must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status and affectional or sexual orientation or handicap.

In addition, the Proposer must state in the Proposal that the Proposer agrees to fulfill all requirements and goals and to complete the appropriate forms. The following are included in Section VI:

Exhibit A – Mandatory Equal Employment Opportunity Language

Exhibit B – Affirmative Action Information Sheet

However, if a Proposer maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the State of New Jersey Affirmative Action Employee Information Report ("Form AA-302"). The appropriate form must be completed and submitted to the Authority by the selected Proposer immediately after being notified of award of the Agreement.

P. Small Business Enterprises Requirements

It is the policy of the Authority that small businesses (each a "small business enterprise" or "SBE") as determined and defined by the State of New Jersey, Division of Minority and Women Business Development ("Division") and the New Jersey Department of the Treasury ("Treasury") should have the opportunity to participate in Authority contracts (N.J.A.C. 17:13-1.1, et seq.).

To the extent the Proposer engages subcontractors or sub-consultants to perform Services for the Authority pursuant to this Contract, the Proposer must demonstrate to the Authority's satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs in the State of New Jersey.

As set forth in N.J.A.C. 17:13-4.3, evidence of a "good faith effort" includes, but is not limited to:

1. Proposers shall attempt to locate qualified potential small business subcontractors;

2. Proposers shall request a listing of small businesses from the Division if none are known to the Proposer;
3. Each Proposer shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
4. Proposers shall provide all potential subcontractors with detailed information regarding the specifications; and
5. Proposers shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

Furthermore, the Proposer shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations on the form attached as Exhibit M, if applicable, and shall complete such other forms as may be required by the Authority for reporting to the State of New Jersey as to participation.

Q. Division of Revenue Registration

Pursuant to the terms of N.J.S.A. 52:32-44, the successful Proposer is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. **No Agreement shall be entered into by the Authority unless the Proposer first provides proof of valid business registration.** In addition, the successful Proposer is required to receive from any sub-consultant it uses for goods and services under the Agreement, proof of valid business registration with the Division of Revenue. No Agreement shall be entered into for any agreement with the Authority unless the sub-consultant first provides proof of valid business registration. Please include a copy of the Proposer's Certificate of Registration with the Proposal submission. (Exhibit J)

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609)292-9292.

R. State Political Contributions Notice: Public Law 2005, Chapter 51 and Executive Order 117

The intended awardee will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's Procurement and Materials Management Department to be completed and returned to the Authority for submission to the State Treasurer. Upon approval by the State Treasurer, the Authority will issue an Agreement. (Exhibit D)

S. Affidavit of Moral Integrity

Together with the Proposal, the Proposer must submit an Affidavit of Moral Integrity on the form attached hereto for review by the Authority's General Counsel. (Exhibit C)

T. Code of Ethical Standards

Applicants are advised that the Authority has adopted the New Jersey Uniform Code of Ethics, a copy of which can be viewed by going to the following web site: <http://nj.gov/ethics/docs/ethics/uniformcode.pdf> By submitting a response hereto, Proposer

agrees to be subject to the intent and purpose of said code and to the requirements of the New Jersey State Ethics Commission.

U. Tolls

It is the policy of the Authority not to offer toll free passage on its roadways for its vendors; See N.J.S.A. 27:23-25 and N.J.A.C. 19:9-1.19.

V. Proposals Become Property of The Authority

All Proposals shall become the property of the Authority upon receipt and will not be returned.

W. Right To Audit Clause

Proposer shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to the Authority with regard to this RFP. Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Proposer's books and records specific to the Proposal and Agreement. Such records shall be retained by Proposer for at least seven (7) years. In no event shall books and records be disposed of or destroyed of prior to seven (7) years or during any dispute or claim between Authority and Proposer with regard to the RFP.

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Proposer shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

X. Shareholders/Partnership Disclosure Statement

Each Proposer shall return to the Authority with its Proposal a completed, dated, signed and witnessed Shareholders/Partnership Disclosure Statement set forth as Exhibit E. Failure to include the completed and signed form may be grounds for rejection of Proposers' Proposal.

Y. Vendor Disclosure Form N.J.S.A. 52:34-13.2

N.J.S.A. 52:34-13.2 requires disclosure that all parties seeking business under a contract with the Authority disclose the origin and location of the performance of their services that are the subject of the contract. Each Proposer shall return to the Authority with its Proposal as completed, dated and certified Vendor Disclosure Form set forth as Exhibit F.

Z. Notice to All Respondents of Set-Off for State Tax

Each Proposer shall return to the Authority with its Proposal a signed and dated Notice of Set-Off for State Tax set forth as Exhibit G which advises Proposers of the State of New Jersey's right to set-off any tax indebtedness from payments made under agreements with the Authority.

AA. Affidavit of Non-Collusion

Each Proposer shall return to the Authority with its Proposal a completed, dated, signed and witnessed Affidavit of Non-Collusion set forth as Exhibit I. Failure to include the completed and signed form may be grounds for rejection of Proposer(s)'s Proposal.

BB. Disclosure of Investment in Iran

New Jersey Public Law 2012, c25 requires disclosure by all parties seeking to enter into a contract with the Authority that is worth \$20,000,000 or more, to disclose whether or not the business is engaged in specific investment activities in Iran. Each Proposer shall return to the Authority with its Proposal the completed dated form entitled “Disclosure of Investment Activities in Iran” as set forth in Exhibit F-2. Failure to include the completed and signed form may be grounds for rejection of Proposer’s Proposal.

CC. Proposal Schedule

Closing Date for Submission of Inquiries (4:30 PM, EST)

October 9, 2013

Closing Date of Receipt of Proposals (4:30 PM, EST)

October 24, 2013

Tentative Commission Approval

November 19, 2013

End of Section II

SECTION III -- SCOPE OF SERVICES

A. Organization and Function of the New Jersey Turnpike Authority

The Authority operates the New Jersey Turnpike, the Garden State Parkway and PNC Bank Arts Center. It was created by the New Jersey Turnpike Authority Act of 1948, as amended and supplemented (the “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike revenue bonds or notes, subject to approval of the Governor, payable from tolls and other revenues of the Authority. Under the provisions of the Act, the Turnpike bonds or notes and the interest thereon do not constitute a debt or liability or a pledge of the faith and credit of the State or any political subdivision.

On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the “Highway Authority”), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, all bonds of the Highway Authority ceased to be outstanding as the Authority had assumed all debts and statutory responsibilities and obligations of the Highway Authority.

The Authority Board of Commissioners consists of eight members, five members appointed by the Governor, one appointed by the Governor upon the recommendation of the President of the Senate, one appointed by the Governor upon recommendation of the Speaker of the General Assembly, and the Commissioner of the State Department of Transportation. At this time, the Commissioner of the Department of Transportation serves as Chair of the Commission.

The Authority is a component unit of the State of New Jersey and its financial statements presented in accordance with accounting principles generally accepted in the United States (GAAP), are included in the State of New Jersey’s (the “State”) Comprehensive Annual Financial Report (CAFR).

In addition to the GAAP financial statements, the Authority issues financial statements based on the provisions of the Turnpike Revenue Bond Resolution of August 21, 1991, as amended, restated, and supplemented (the “Bond Resolution”.) Accounts of the Authority are organized on the basis of funds, each of which is considered a separate accounting entity. Accounts of the Authority are maintained in accordance with the practices which are based on the provisions of the Bond Resolution. Those significant accounting practices that differ in material respects from GAAP are noted in the Annual Financial Statements- Revenue Bond Resolution Basis.

As of June 30, 2013 the Authority had \$9,616,639,749 of bonds outstanding. The Authority expects to issue Revenue Bonds in sufficient amounts to meet the needs of its \$7 billion 10-year capital plan over the next several years. Please refer to the Authority’s 2012 audited financial statement and the June 30, 2013 unaudited financial statement for details on outstanding debt and other matters. The audited financial statements for the year ended December 31, 2012 and the unaudited financial statement for the year ended June 30, 2013 can be found on the Authority’s website www.state.nj.us/turnpike/ under the section “About Us”.

B. Detailed Scope

1. The Authority requires the computation of (1) the yield on the bonds, (2) the yield on the investments, and (3) the rebate amount for the years ending December 31, 2013, December 31, 2014 and, if the contract is extended, to December 31, 2015 and December 31, 2016, except for those series of bonds or notes that have a fifth-year reporting requirement or a defeased issue reporting requirement. Interim calculations will be required to meet the IRS reporting regulations on the fifth-year or defeased issues. All annual computations for bonds are to be completed by February 28th of the following year.
2. The Authority requires the Proposer to initially and annually thereafter review each of the Authority bond issues, even if not specifically mentioned in this RFP, and determine the amount of any proceeds still outstanding that may be subject to yield restriction requirements under the existing IRS regulations and provide the Authority with the maximum permitted yield, if applicable.
3. The Authority requires the Proposer to periodically review any proposals which the Authority may receive which have arbitrage implications and to calculate the impact that these proposals may have on interest earnings and rebate amounts. The Proposer will also advise the Authority, in writing, as to its recommendations on the proposals.
4. The Proposer will be required to complete any filings required by the IRS (including Form 8038-T), and to represent the Authority as required in any matter relating to arbitrage compliance with outside parties.
5. The Proposer will be required to function as a yield monitoring consultant for any bonds that need this service. The yield monitoring consultant is required to monitor and compute the yield on the refunding bonds on a monthly basis for the period of time that the escrow fund of the refunded bond is outstanding and determine whether the yield on the escrow fund securities has exceeded or could exceed the yield on the refunding bonds during such period. The Proposer will notify the Authority if the escrow fund is not in compliance. Otherwise, a yearly report is required.
6. The Authority requires the Proposer to perform the following tasks: complete arbitrage and yield calculations for each annual period, computations for extended periods, computations for variable rate/swap transactions, yield restriction analysis, bona fide debt service fund test, refund request filing, yield monitoring, legal advice on extraordinary items and, if necessary, consulting services.

C. Arbitrage Requirements

The Authority requires arbitrage and yield calculations on the following bonds:

TABLE OF BONDS

Series 2000 Bonds	Series 2010 A Bonds
Series 2003 Bonds	Series 2011 A and B Bonds
Series 2004 Bonds	Series 2012 A Bonds
Series 2005 A, C, and D Bonds	Series 2012 B Bonds
Series 2009 A, B, C, and D Bonds	Series 2012 G Bonds
Series 2009 E and F Bonds	Series 2013 A Bonds
Series 2009 G Bonds	Series 2013 B, 2013 C, 2013 D, 2013 E and 2013 G Bonds
Series 2009 H Bonds	Series 2013 F Bonds
Series 2009 I Bonds	

1. Series 2000 Bonds

The Series 2000 Bonds were issued for the purposes of:

- (a) funding certain construction and acquisition projects of the Authority, and
- (b) refunding a portion of the outstanding bonds of the Authority.

For the 2000A Bonds, interest is paid on January 1 and July 1. The arbitrage yield for the Series 2000A Bonds is 5.407%. The Authority had an Investment Agreement for the bond proceeds with Bayerische Landesbank Girozentrale at a fixed rate of 6.606%, which matured on 6/1/2005. After maturity, funds were generally invested in Federal Agency discount notes.

As of August 17, 2009, all proceeds of the 2000A Bonds were expended and gross proceeds of the Bonds held in the Debt Service Fund qualify and are expected to continue to qualify as a Bona Fide Debt Service Fund. A review on the computation date is required to determine if an arbitrage report is necessary.

The Authority's Series 2000 B-G Bonds were issued in two modes, 7-day variable rate and 35-day variable rate auction mode. All of the Series 2000 B-G are currently auctioned weekly. As of October, 2009, all proceeds of the Series 2000 B-G Bonds were expended.

In 2004 the Authority entered into two (2) delayed start interest rate exchange agreements (Swap Agreements) in connection with the issuance of the 2004 Series Bonds. These Swap Agreements became effective on January 1, 2007.

2. Series 2003 Bonds

The Series 2003 Bonds were issued as part of a plan to combine the assets and liabilities of the Authority and the New Jersey Highway Authority. The proceeds derived from the sale of the Series 2003 Bonds were applied, together with other available funds to:

- (a) refund and defease a portion of the outstanding Bonds and redeem all of the outstanding Subordinated Turnpike Bonds;
- (b) refund and defease all of the outstanding Senior Highway Bonds and redeem all of the outstanding Subordinated Highway Bonds;
- (c) fund various capital improvement projects;
- (d) pay the cost of issuance of the Series 2003 Bonds.

The Series 2003A-B Bonds pay interest semiannually on January 1 and July 1 of each year.

The Series 2003C Bonds were issued bearing interest at a weekly interest rate. This Series covers three issues: C1, C2, and C3. The Authority entered into three separate delayed start interest rate exchange agreements in connection with the issuance of the 2003 Series C Bonds. Certain issues of the 2003C Series Bonds were refunded with the issuance of the 2009 Series Bonds and the 2011 Series Bonds. The remaining 2003C Series Bond was refunded with the issuance of the 2013D Series Bonds.

The 2003D Bonds were initially issued bearing interest at an Auction Rate, with four (4) bonds in the Series auctioned weekly and five (5) of the bonds in the Series auctioned at 35-day intervals. The Authority entered into separate delayed start interest rate exchange agreements (Swap Agreements) in connection with the issuance of the 2003 Series D Bonds. These Swap Agreements became effective on January 1, 2007. All of the 2003D Bonds were refunded with the issuance of the 2009 A-D and 2009H Bonds.

3. Series 2004 Bonds

The proceeds of the Series 2004A, 2004B and a portion of the Series 2004C Bonds were used for financing the costs of various projects, including bridge deck replacement, median barrier improvements and other similar improvements. A portion of the proceeds of the Series 2004 Bonds were also used for:

- (a) the required deposit into the Debt Reserve Fund through the purchase of a surety bond;
- (b) to pay the costs of issuance of the Series 2004 Bonds;
- (c) a portion of the Series 2004C Bonds were used to advance refund a particular series of the 2000A Bonds.

The 2004A Bonds were initially issued bearing interest at an Initial Multi-annual Rate of 3.150% until the Mandatory Tender Date of January 1, 2010. During the Initial Multi-annual

Rate Period, interest was payable semi-annually on January 1 and July 1 of each year. The 2004A bonds were refunded by the Series 2009 I bonds.

The 2004B Bonds were issued at a discount to their total maturity value with interest compounded semi-annually at a fixed rate until January 1, 2015. Current interest was payable each January 1 and July 1, commencing July 1, 2015, until maturity or prior redemption.

The 2004C Bonds bear interest that was payable initially on July 1, 2005 and semiannually thereafter on January 1 and July 1 of each year. A portion of the 2004C Series Bonds were refunded by the 2012A Series Bonds.

4. Series 2005 A, C and D Bonds

The proceeds of the Series 2005 A, C and D Bonds were used to:

- (a) finance the costs of various projects relating to the Turnpike System, including, but not limited to, a widening of certain portions of and other capital improvements to the Parkway to improve traffic flow thereon;
- (b) provide for the required deposit into the Debt Reserve Fund through the purchase of the municipal bond debt service reserve insurance policy;
- (c) provide a portion of the funds required for the refunding and defeasance of certain bonds of the Authority;
- (d) pay a portion of the cost of issuance of the Series 2005 Bonds.

The Series 2005 A and D Bonds bear interest at a fixed interest rate that is payable semi-annually on January 1 and July 1 of each year. The Series 2005 C Bond was refunded by the Series 2013 F Bond.

5. Series 2009 A, B, C and D Bonds

The proceeds of the Series 2009 A, B, C, and D Bonds were used to:

- (a) provide all funds required for the refunding and legal defeasance of certain outstanding 2003 Series Bonds, namely—Series 2003 D-1, D-2, D-5, D-6 and D-9;
- (b) pay the cost of issuance for the 2009 Series Bonds.

The Series 2009 A, B, C, and D Bonds were initially issued by the Authority at a weekly rate in a weekly mode. In addition, with the issuance of this Series 2009 Bonds, the Authority entered into Swap Agreements. The Series 2009 C and 2009D were refunded by the Series 2012B and 2012G.

6. Series 2009 E and F Bonds

The proceeds of the Series 2009 E and F Bonds were issued by the Authority for the following purposes:

- (a) to pay the principal of the Subordinated Turnpike Revenue Bond Anticipation Notes, Series 2008A, maturing May 1, 2009;
- (b) to pay the costs of construction of various projects which are part of the Authority's 10-year capital improvement program;
- (c) to make a deposit to the Debt Reserve Fund and/or purchase one or more surety bonds, insurance policies or letters of credit;
- (d) pay capitalized interest on the Series 2009 E and F Bonds;
- (e) pay cost of issuance for the Series 2009 E and F Bonds.

The Series 2009 E and F Bonds pay interest twice a year on January 1 and July 1. The Series 2009F Bonds were issued as Build America Bonds under the Recovery Act of 2009. A portion of the 2009E Bonds were refunded by the 2013C Bonds.

7. Series 2009 G Bonds

The proceeds of the Series 2009 G bonds were used to:

- (a) provide all funds required for the refunding and legal defeasance of the Authority's Refunded Series 2000A bonds;
- (b) make a deposit to the Debt Reserve fund;
- (c) pay the costs of issuance of the Series 2009G bonds.

The Series 2009 G bonds pay interest semiannually on January 1 and July 1 of each year.

8. Series 2009 H Bonds

The proceeds of the Series 2009 H bonds were used to:

- (a) refund and legally defease the Authority's outstanding Turnpike Revenue Bonds Series 2003 D
- (b) pay and permanently refinance the Authority's outstanding Subordinated Turnpike Revenue Bond Anticipation Noted, Series 2009;
- (c) make a deposit to the Debt Reserve Fund;
- (d) pay the costs of issuance of the Series 2009 H bonds.

The Series 2009 H bonds pay interest semiannually on January 1 and July 1 of each year.

9. Series 2009 I Bonds

The proceeds of the Series 2009 I bonds were used to:

- (a) Refund and legally defease the Authority's outstanding Turnpike Revenue Bond Series 2004 A;
- (b) Make a deposit to the Debt Reserve Fund;
- (c) Pay the costs of issuance of the Series 2009 I bonds.

The Series 2009 I bonds pay interest semiannually on January 1 and July 1 of each year.

10. Series 2010 A Bonds

The proceeds of the Series 2010 A bonds were used to:

- (a) Pay the costs of Projects permitted under the Turnpike Revenue Bond Resolution adopted by the Authority;
- (b) Make a deposit to the Debt Reserve Fund;
- (c) Capitalize a portion of the interest payable on the Series 2010 A Bonds
- (d) Pay the costs of issuance of the Series 2010 A bonds.

The Series 2010 A bonds pay interest semiannually on January 1 and July 1 of each year.

11. Series 2011 A and B Bonds

The proceeds of the Series 2011 A and B bonds were used to:

- (a) Provide funds to refund and defease certain issues of the Authority's Series 2003 C bonds.

The Series 2011 A and 2011 B pay interest monthly.

12. Series 2012 A Bonds

The proceeds of the Series 2012 A bonds were used to:

- (a) Provide all funds required for the refunding and redemption of the Authority's 2004 C-1 Bonds;
- (b) Pay the costs of issuance of the Series 2012 A Bonds.

The Series 2012 A bonds pay interest semiannually on January 1 and July 1 of each year.

13. Series 2012 B Bonds

The proceeds of the Series 2012 B bonds were used to:

- (a) Provide funds required for the refunding and defeasance of certain issues of the Authority's Bonds;
- (b) Pay the costs of issuance of the Series 2012 B bonds.

The Series 2012 B bonds pay interest semiannually on January 1 and July 1 of each year.

14. Series 2012 G Bonds

The proceeds of the Series 2012 G bonds were used to:

- (a) Provide funds for the refunding of the Authority's Series 2009 D Bonds.
- (b) Pay the costs of issuance of the Series 2012 G bonds.

The Series 2012 G bonds pay interest monthly.

15. Series 2013 A Bonds

The proceeds of the Series 2013 A bonds were used to:

- (a) Pay the costs of projects permitted or authorized under the Act and the Resolution;
- (b) Make a deposit to the Debt Reserve Fund;
- (c) Capitalize a portion of the interest payable on the Series 2013 A Bonds;
- (d) Pay the costs of issuance of the Series 2013 A Bonds.

The Series 2013 A bonds pay interest semiannually on January 1 and July 1 of each year.

16. Series 2013 B, 2013C, 2013D, 2013E, and 2013G Bonds

In accordance with its Refunding Plan, the Authority issued the Series 2013 SIFMA Index Bonds, Series 2013C, 2013D and 2013E. The proceeds were used to:

- (a) Refund all of the Series 2012D and 2012E Bonds,
- (b) Provide funds to pay \$150,000,000 in aggregate principal of the Series 2011A Bonds,
- (c) Pay the costs of issuance.

Simultaneously, the Authority issued the Series 2013B Bonds and the Series 2013G Bonds, pursuant to direct purchase transactions, the proceeds were used to:

- (a) Refund all or a portion of the Series 2012C Bonds, 2012D Bonds and 2012F Bonds

The Series 2013 B, 2013C, 2013D, 2013E and 2013G all pay interest monthly.

17. Series 2013F Bonds

The proceeds of the Series 2013 F were used to:

- (a) Refund the Series 2005C Bonds,
- (b) Pay the costs of issuance.

The Series 2013 F Bonds pay interest on January 1 and July 1.

18. All future bonds issued or defeased by the Authority during the term of the contract that are subject to Arbitrage reporting requirements.

D. Completed Reports

The Authority will receive two (2) bound copies of the Arbitrage Report annually for each of the bond series specified, in addition to an electronic copy.

E. Yield Monitoring

The Authority currently has several bonds that will require yield monitoring services. These bonds are as follows:

1. Bond Series 2012 G
2. Bond Series 2013 B
3. Bond Series 2013 C-E and G (for tax purposes treated as a single issue)

End of Section III

SECTION IV – RFP RESPONSE EVALUATION CRITERIA & QUOTATION SUBMISSION FORM

A. General

1. A Proposal is requested from the Proposer. The Proposal will detail the Proposer's experience, personnel, proposed scope and approach, and any other relevant information.
2. All portions of this RFP and the Proposal are considered to be part of the Agreement to be entered into between the Authority and the successful Proposer and will be incorporated by reference.
3. All the requirements listed in the Check List (Section VI) must be complied with in order to be considered responsive to this RFP.
4. Proposers shall provide copies of audited financial statements or federal income tax returns for your firm for the past three years. Also, please feel free to provide current independent financial ratings from NJ State and nationally recognized/consensus rating bureaus (e.g. AM Best, Moody's, Standard & Poor's)

B. Proposals

The Scope of Services (Section III) is intended to outline the Authority's basic needs. The Proposal should thoroughly define the Proposer's proposed scope and approach to this project.

The Proposal shall set forth fully the anticipated assigned liaison contact, professional and sub-professional staff to be used on the project. Individuals' background and resumes should be included, as well as their anticipated functions and responsibilities. Sufficient, responsible, professional personnel, with complete and capable supporting staff, must be provided for a timely and complete project.

C. Evaluation Factors and Criteria

The Proposal will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Proposer will be based upon the Proposal. Respondents will be awarded a maximum of 100 points based upon the following factors:

- | | <u>Weight</u> |
|--|---------------|
| 1. Approach to the Services: | 20% |
| Evaluation will include quality and soundness of plan, general comprehension of the requirements to prepare the appropriate reports and general competence. Each Proposer is expected to provide a preliminary work schedule showing the estimated number of hours by each staff level and the timing of work. | |
| 2. Understanding the Authority's needs: | 20% |

The Proposal shall include the Proposer's history in performing work similar in scope to the Services required as outlined in Section III. Evaluation will include the Proposer's and staff's ability to support this project given the existing projects, ability to complete specific assignments in timely fashion; compliance with professional insurance error and omissions.

3. Experience on Similar Projects: 25%

Evaluation will include the Proposer's history, structure and experience providing similar services to governmental or other agencies. Evaluation will also include review of references and financial records.

4. Credentials of Team: 15%

Evaluation will include qualifications and relevant experience of key personnel, particularly those involved in day-to-day accounting functions. Proposers should highlight experience on similar reports and comment on the availability of the staff listed.

5. The Annual Fee for the Service: 20%
(See Attached Fee Schedules) – The Fee shall include all professional, administrative and clerical services and all out-of-pocket expenses incurred in connection with the completion of the Services required herein. Travel time or costs are not reimbursable.

Proposer must complete each item of these Fee Schedules

PROPOSED ANNUAL FEE SCHEDULE

<u>Year Ending</u>	<u>Bond Issue</u>	<u>Computation Date</u>	<u>Proposed Fee</u>
12/31/13			
	Series 2000B-G	12/31/13	\$
	Series 2003ACD	12/31/13	\$
	Series 2004ABC	12/31/13	\$
	Series 2005AC	12/31/13	\$
	Series 2005D	12/31/13	\$
	Series 2009ABCD	12/31/13	\$
	Series 2009E	12/31/13	\$
	Series 2009F	12/31/13	\$
	Series 2009G	12/31/13	\$
	Series 2009H	12/31/13	\$
	Series 2009I	12/31/13	\$
	Series 2010A	12/31/13	\$
	Series 2011AB	12/31/13	\$
	Series 2012A	12/31/13	\$
	Series 2012B	12/31/13	\$
	Series 2012G	12/31/13	\$
	Series 2013A	12/31/13	\$
	Series 2013B	12/31/13	\$
	Series 2013C	12/31/13	\$

	Series 2013D	12/31/13	\$
	Series 2013E	12/31/13	\$
	Series 2013F	12/31/13	\$
	Series 2013G	12/31/13	\$
Total For 2013			\$
12/31/14	Series 2000A	1/1/14	\$
	Series 2000B-G	12/31/14	\$
	Series 2003AC	12/31/2014	\$
	Series 2004BC	//12/31/14	\$
	Series 2005AC	12/31/14	\$
	Series 2005D	9/30/14	\$
	Series 2009ABCD	2/12/14	\$
	Series 2009E	4/28/14	\$
	Series 2009F	4/28/14	\$
	Series 2009G	10/13/14	\$
	Series 2009H	11/10/14	\$
	Series 2009I	12/1/14	\$
	Series 2010A	12/31/14	\$
	Series 2011A	12/31/14	\$
	Series 2011B	12/31/14	\$
	Series 2012A	12/31/14	\$
	Series 2012B	12/31/14	\$

Series 2012G	12/31/14	\$
Series 2013A	12/31/14	\$
Series 2013B	12/31/14	\$
Series 2013C	12/31/14	\$
Series 2013D	12/31/14	\$
Series 2013E	12/31/14	\$
Series 2013F	12/31/14	\$
Series 2013G	12/31/14	\$
Total For 2014		\$
Increase for each annual extension:		\$

YIELD MONITORING CONSULTANT FEE

Per bond series, per month

\$

ADDITIONAL FEES (If needed)

Legal Advice to Extraordinary Items (Hourly Fees):

\$

Consulting Services (Hourly Fees):

\$

Disbursements (binding, duplicating, postage, phone, etc.):

\$

Refund Request Fee:

\$

PROPOSED FEE SCHEDULE FOR NEW BOND ISSUES DURING CONTRACT TERM

Base Fees (per bond issue):

\$

Basic Annual Report Fee:

\$

Incremental Fees (per bond issue)

Extended Computation Periods Fee:

\$

Interim Computation Fee:

\$

Variable Rate/Swap Transaction Fee:

\$

Transferred Proceeds Analysis Fee:

\$

Yield Restriction Analysis:

\$

Bona Fide Debt Service Fund Test:

\$

Preparation of the Form 8038-T:

\$

The annual fee should represent the fixed cost per Bond issue per year for items number 1, 2 and 3 in the Detailed Scope of Services. The proposal must include an annual cost for all Services and a total contract cost for the two years of calculations. The Proposer should assume that the calculations for the majority of the Bond issues in the first contract year will be in the year ended December 31, 2013.

The second contract year will include the calculation for the year-ended December 31, 2014 and, if the contract is extended, the third contract year will include the calculation for the year-ended December 31, 2015 and the fourth contract year will include the calculation for the year-ended December 31, 2016. The exceptions for 2014 are that the following series will require a 5th bond year interim computation in 2014:

- (a) The Series 2000A.
- (b) The Series 2004AC.
- (c) The Series 2005D.
- (d) The Series 2009A-D.
- (e) The Series 2009E and F.
- (f) The Series 2009G.
- (g) The Series 2009H.
- (h) The Series 2009I.

End of Section IV

SECTION V: INSURANCE AND INDEMNIFICATION

A. Insurance

The Proposer shall procure and maintain, at its own expense until acceptance by the Authority of the project, insurance for liability for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided. All insurance companies must be authorized to do business in the State of New Jersey, and must carry an A.M. Best Rating of A-/VII or better. Before commencing of the Services hereunder, the Firm shall furnish to the Authority a certificate or certificates of insurance (together with declaration pages if requested by the Authority) in a form satisfactory to the Authority showing that it has complied with this Section. The certificate or certificates and declaration pages shall provide that the policies shall not be canceled or restrict any coverage until thirty (30) days prior written notice has been given the Authority. All certificates and notices of cancellation change shall be mailed to: General Counsel, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, NJ 07095-5042. Upon request, the Proposer shall furnish the Authority with a certified copy of each policy, including the provision establishing premiums.

In the event that the Proposer fails or refuses to renew any insurance policy required to be maintained herein, or if such policy is canceled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under the Agreement. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Proposer.

The types and minimum limits of insurance shall be:

1. Commercial General Liability Insurance

The minimum limits of liability for this insurance shall be as follows:

Bodily Injury and Property Damage.....	\$2,000,000
(Each occurrence combined single limit)	
Personal Injury Each Occurrence.....	\$2,000,000
General Aggregate.....	\$2,000,000
Products Aggregate.....	\$2,000,000
Fire Damage Legal Liability.....	\$100,000
Medical Payments.....	\$5,000

This policy shall name: "The New Jersey Turnpike Authority, its Commissioners, officers, employees, and agents" as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard basic un-amended and unendorsed commercial general liability policy. This insurance policy shall include, but not be limited to, Personal Injury, Broad Form Property Damage, Contractual Liability, including the deletion of the coverage restriction related to work conducted within fifty (50) feet of a railroad, Products/Completed Operations, X.C.U., and Independent Contractors Coverages.

Products Completed Operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the Agreement.

2. Business Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Combine Single Limit of Liability for Bodily Injury or Property Damage any one accident \$1,000,000.

This policy shall name: "The New Jersey Turnpike Authority, its Commissioners, officers, employees and agents" as additional insureds.

3. Workers Compensation and Employers' Liability Insurance

Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include all-states coverage for any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$1,000,000 for each accident.

4. Professional Errors and Omissions Insurance.

The Proposer, upon award of the Agreement, shall provide its own Professional Errors and Omissions Insurance with a minimum limit of liability of \$2,000,000 per claim and in the annual aggregate exclusive of the amounts required for Commercial General Liability Insurance. The Proposer shall maintain its Professional Errors and Omissions Insurance in effect for a period of two (2) years following the termination of the Agreement.

B. Certificate and Endorsement Requirements

Each of the above required policies shall contain the endorsements as stated below:

1. Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the Authority.
2. All policies, except Workers Compensation and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority
3. With respect to policies referred to in subsections (A1) and (A2) the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the Authority." Insurance coverage in the minimum amounts provided for herein shall not relieve the Proposer of any liability which might exceed that amount, nor shall it preclude the Authority from taking such other actions as are available to it under any other provisions of this contract, or otherwise in law.

The Proposer shall also require that all of its contracting parties comply with the insurance requirements stated above including providing evidence of such insurance coverages in the same manner as stated above.

Due to future changes in economic financial and/or insurance market conditions the Authority at its discretion may modify the above stated insurance requirements.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE FIRM ARE SPECIFIED HEREIN, THE LIABILITY OF THE PROPOSER SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES PROVIDED NOR SHALL THEY PREVENT THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE AGREEMENT OR OTHERWISE IN LAW OR EQUITY.

C. Indemnification

Should the Proposer become engaged by the Authority and provide any of the Services contemplated under this RFP the Proposer agrees to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Proposer or the Authority, resulting from any act or omission or willful misconduct of the Proposer or any of its officers, agents, sub-consultants, or employees in any manner related to the subject matter of this Agreement. In the event that the Proposer fails to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them in accordance with this Section, any money due to the Proposer under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

End of Section V

SECTION VI: CHECKLIST AND EXHIBIT DOCUMENTS

CHECKLIST OF ITEMS

THE FOLLOWING ITEMS, AS CHECKED BELOW, MUST BE SUBMITTED WITH YOUR RFP RESPONSE PACKAGE ALONG WITH THE CHECKLIST ITSELF:

CHECK OFF AS READ, SIGNED & SUBMITTED

√		CHECK LIST	√
√	A.	AFFIRMATIVE ACTION INFORMATION SHEET	
√	B.	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)	
√	C.	AFFIDAVIT OF MORAL INTEGRITY	
	D.	STATE CONTRACTOR POLITICAL CONTRIBUTIONS NOTICE Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117	FYI
√	E.	STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT	
√	F.	FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129	
√	F-2	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
√	G.	NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX	
√	H.	NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS	
√	I.	AFFIDAVIT OF NON-COLLUSION	
√	J.	NJ BUSINESS REGISTRATION CERTIFICATE	
√	K.	SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM	
√	L.	SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION	
	M.	DRAFT AGREEMENT	
√	N.	INSURANCE (see Section V of RFP for Insurance Requirements for this The Agreement) Submit proof of insurance- either certificate or letter from broker with proposal	

(Firm)

(Title)

(Signature)

(Date)

(Name – please print or type)

(Telephone Number/Fax Number)

EXHIBIT A

AFFIRMATIVE ACTION INFORMATION SHEET

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED AGREEMENT PROPOSERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

1. The Proposer has submitted a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs (Good for one year of the date of letter).

YES _____ NO _____

If Yes, a photo copy of the Letter of Approval is to be submitted with the bid.

(OR)

2. The Proposer has submitted a Certificate of Employee Information Report pursuant to (NJAC 17.27-1.1) and The State Treasurer has approved said report.

YES _____ NO _____

If Yes, a photo copy of the Certificate is to be submitted with the bid. (Expiration Date on Certificate)

Certificate of Approval Number _____

(OR)

3. If Proposer has already submitted the Employee Information Report form to the States' Affirmative Action Office, please return a copy of it with the bid.

If you are the successful proposer and have none of the above, please contact the Procurement and Materials Management Department at **(732) 750-5300 ext. 8628** within five (5) days of notification of award for AA-302 Form. This AA-302 Form must be forwarded to the States' Affirmative Action Office with the Authority's copy (Pink) returned to the Authority's Procurement and Materials Management Department.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed _____ Date Signed _____

Print Name and Title _____

Proposers Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE THE AGREEMENTS

During the performance of this the Agreement, the Contractor agrees as follows:

- A. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Wage; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. The Contractor or Subcontractor, where applicable will send to each labor union or representative or workers with which it has a collective bargaining agreement or other the Agreement or understanding a notice to be provided by the agency contracting officer advising the labor union or worker's representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor or Subcontractor where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The Contractor or Subcontractor agrees to make good faith efforts to employee minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.
- F. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court

decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

- H. In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services the Agreement, one of the following three documents:
 - i. Letter of Federal Affirmative Action Plan Approval
 - ii. Certificate of Employee Information Report
 - iii. Form AA-302

Page 2 - Mandatory EEO Language – Professional Services

The Contractor and its Subcontractor shall furnish such reports or other documents to the Division of The Agreement Compliances & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and Public Agencies shall furnish such information as may be requested by the Division of The Agreement Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to this the Agreement do hereby agree that the provision of **N.J.S.A. 10:5-31 et seq.** dealing with discrimination in employment on Public The Agreements, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this the Agreement and are binding upon them.

Submitted by:

Firm Name: _____

By: _____

Title: _____

Date: _____

EXHIBIT C
AFFIDAVIT OF MORAL INTEGRITY

STATE OF _____

Ss:

COUNTY OF _____

I, _____, the _____ (Pres., Vice Pres., Owner/Partner) of

_____ (Bidder), being first duly sworn, deposes and says:

1. That the Bidder wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Bidder's bid/proposal.

2. That as of the date of signing this Affidavit, neither Bidder, nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi criminal violations, except as follows: **(If none, so state):**

3. Bidder further states that neither the Bidder, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: **(If none, so state):**

4. That Bidder authorizes any depository or other agency to supply the Authority with any information necessary to verify any statement made in this Affidavit of Moral Integrity.

5. That as of the date of signing this Affidavit, outstanding liens filed against this Bidder are as follows: **(if none, so state).**

6. That the undersigned, being authorized to act on behalf of Bidder, certifies that I am personally acquainted with the operations of said Bidder, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

7. That this Affidavit of Moral Integrity is made to induce the Authority to accept the Bidder as a qualified provider of goods and/or services, knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements herein contained.

Signature

Print Name

Title

(Corporate Seal)

Sworn and Subscribed to Before Me This

____ Day of _____ 20__

Notary Public

EXHIBIT D

State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 (McGreevey) was signed on September 22, 2004 and became effective October 15, 2004. EO134 was applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. EO134 was superseded by P.L. 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51"). In September 2008, Executive Order 117 (Corzine) was signed and became effective November 15, 2008. EO117, which applies only prospectively, extends Chapter 51's political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. EO117 and Chapter 51 contain restrictions and reporting requirements that will necessitate a thorough review of their provisions by bidders.

Pursuant to the requirements of Chapter 51 and EO117, the terms and conditions set forth in this Exhibit are material terms of any contract entered into by the Authority.

DEFINITIONS

For the purpose of this Exhibit, the following shall be defined as follows:

- a) "**Contribution**" – means a contribution reportable by the recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83, N.J.S.A. 19:44A-1 et seq., and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq., made on or after October 15, 2004. As of January 1, 2005, contributions in excess of \$300 are reportable.
- b) "**Business Entity**" – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and any members); general partnership (and any partners); limited partnership (and any partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse, civil union partner or child, residing in the same household, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

PROHIBITION ON THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT

As set forth in Chapter 51 and EO117, the Authority shall not enter into a the Agreement to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

Further, it shall be a breach of the terms of any contract with the Authority for any Business Entity who has been awarded the contract, during the term of the contract or any extension thereof, to:

- (i) make or solicit a contribution in violation of Chapter 51 or EO117;
- (ii) knowingly conceal or misrepresent a contribution given or received;
- (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal party committee, or legislative leadership committee;
- (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Business Entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;
- (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51 or EO117; or
- (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51 or EO117.

CERTIFICATION AND DISCLOSURE REQUIREMENTS

Prior to the award of any contract or agreement, the Authority shall notify any Business Entity to which it intends to award a contract of the need to submit to the Authority a completed Certification and Disclosure of Political Contributions form, as issued by the State Treasurer. **The intended awardee will receive the applicable form from the Authority's Purchasing Department to be completed and returned to the Authority for submission to the State Treasurer.**

In completing this form, the Business Entity must certify that no contributions prohibited by Chapter 51 or EO117 have been made by the Business Entity and must report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of the contract at issue, as well as future contract opportunities.

Upon approval by the State Treasurer, the Authority will issue a the Agreement. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a conflict of interest in the awarding of the contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such contract.

Once approved by the State Treasurer, a Business Entity's Political Contributions Certification is valid for a two (2) year period from the date of approval. If, prior to the award of a contract, the State Treasurer confirms to the Authority that the intended awardee has an approved Certification that will remain valid for the term of the contract, the Authority may waive the requirement that the awardee complete an additional Certification and Disclosure of Political Contributions form.

Any Business Entity entering into a contract with the Authority is required, on a continuing basis, to report to the Authority any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. Such reports shall be subject to review by the Authority and the State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of the contract or agreement at issue.

EXHIBIT E

STOCKHOLDER / PARTNERSHIP DISCLOSURE STATEMENT

The undersigned firm name of Proposer, in compliance with Public Law 1977, Chapter 33, does hereby state and declare the following list of stockholders or partners in this corporation or partnership, as the case may be, with 10 percent or greater interest therein.

<u>Name</u>	<u>Address</u>	<u>Number of Shares of Stock in Corporation or % of Interest in Partnership</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that to the best of my knowledge the list of stockholders above is current and correct.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Witnessed by _____ Date _____

EXHIBIT F

VENDOR DISCLOSURE FORM

Please be advised that, the New Jersey Turnpike Authority (the "Authority") has developed this form under the policy and procedures in accordance with N.J.S.A. 52:34-13.2. Under this order, the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Firms seeking to enter into any the Agreement in which services are procured on his behalf must disclose:

- a. The location by country where the services under the contract will be performed;
and
- b. Any subcontracting of services under the contract and the location by country
where the subcontracted services will be performed.

LOCATION BY COUNTRY WHERE SERVICES UNDER THIS THE AGREEMENT WILL BE PERFORMED:

The Contractor _____
(Location by Country)

Name: _____

Address: _____

Title: _____

Subcontractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

I certify that all information is true and correct to the best of my knowledge.

Contractor: _____ Title: _____

EXHIBIT F-2

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP Number: _____

Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

EXHIBIT G

NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995. c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under the Agreement to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.52:32-32et seq.) to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects shall be stayed.

“I HAVE BEEN ADVISED OF THIS NOTICE.”

COMPANY_____

SIGNATURE_____

NAME_____

TITLE_____

DATE_____

EXHIBIT H

**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF
POLITICAL CONTRIBUTIONS**

All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive the Agreements in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027**

STATE OF _____

:SS

COUNTY OF _____

I, _____ of the _____ of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, a _____ in the firm of _____
(Name) (Title, Position, etc.)

_____, the Proposer making the Submission in response to the Request for Proposal to Furnish and Provide the Services referenced herein; that I executed said Submission with full authority to do so; and that the Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of the Agreements in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said Proposal and in statements contained in this affidavit in awarding the contract for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such the Agreement upon an agreement or understanding for commission, percentage proposerage, or contingent fee, except bona fide employees of the Proposer, and as may be permitted by law.

Print Name: _____

Subscribed and Sworn to before me this _____ day of _____ 20____

Notary Public of _____

My Commission Expires: _____

EXHIBIT I

AFFIDAVIT OF NON-COLLUSION

STATE OF :
 :
COUNTY OF :

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority ("Authority"), or any person interested in the proposed the Agreement; and that all statements in said Proposal are true.
2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public the Agreement within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by Authority as to whether Authority should decline to award a the Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public the Agreement within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

TITLE

SIGNATURE

Subscribed and sworn to
before me this day
of , 20____.

EXHIBIT J

NJ DIVISION OF REVENUE BUSINESS REGISTRATION

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-9292.

If you wish to file your application online, you may do so by visiting the following website:
<http://www.nj.gov/treasury/revenue/forms/njreg.pdf>

EXHIBIT K

SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM

If your firm is registered with the State of New Jersey as a Small Business Enterprise (SBE), and/or Certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE) you must send a copy of the Registration / Certification Form with your Proposal. Please check off the gross receipt category of your business if registered as an SBE

- SBE CATEGORY 1 \$0- \$500,000 _____
- SBE CATEGORY 2 \$500,001 thru \$5,000,000 _____
- SBE CATEGORY 3 \$5,000,001 thru \$12,000,000 _____
- NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

Woman Business Enterprise _____ Minority Business Enterprise _____

EXHIBIT L

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

NAME & ADDRESS OF SBE (SUB)CONSULTANTISUPPLIER	TYPE OF WORK TO BE PERFORMED	ESTIMATED PERCENTAGEOF (SUB)CONSULTANT WORK

(Attach additional sheet if necessary)

Consultant (Print Name)

Consultant's SBE Liaison officer (if applicable)

Telephone Number

All Consultants must complete and submit this form with their RFP, (If no subcontracting involved State So.)

EXHIBIT M
DRAFT AGREEMENT

AGREEMENT FOR _____

THIS AGREEMENT is dated and effective_____, 2012 by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at 581 Main Street, Woodbridge, New Jersey 07095 (the "Authority"); and_____, a _____ of the State of _____, having its principal offices at _____(the "Consultant").

WITNESSETH:

WHEREAS, the Authority requires the services of a professional firm with adequate staff and experience to provide_____; in accordance with a Request for Proposal, dated as of _____(collectively, with all addenda, the "RFP", attached hereto as Exhibit A); and

WHEREAS, the Consultant is a professional company which is proficient in _____and has submitted to the Authority a written proposal, dated_____; and

WHEREAS, the Consultant was invited to make an oral presentation to the Authority on _____, following which the Consultant was further invited to submit a Best and Final Offer; and

WHEREAS, on _____, the Consultant submitted in writing a Best and Final Offer which clarified and expanded upon the statements contained in the aforesaid _____ proposal (collectively, with the _____ proposal, the "Proposal", attached hereto as Exhibit B); and

WHEREAS, the Proposal was evaluated in accordance with the criteria stated in the RFP and, after comparison with submitted proposals from other companies, was deemed to be the most advantageous to the Authority; and

WHEREAS, on _____ the Authority adopted Agenda Item _____ awarding a professional services contract to the Consultant; and

WHEREAS, the Authority wishes to memorialize and enter into this Agreement with the Consultant setting forth the terms and conditions of the parties' rights and obligations with respect to the procurement of the services as hereinafter defined;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS.

(a) "Authority" shall mean the New Jersey Turnpike Authority as established in accordance with N.J.S.A. 27:23-1, et seq., and shall be the members of the Turnpike Authority acting in accordance with said statute.

(b) "Consultant" shall mean _____, with its principal offices located at _____.

(c) "Services" shall refer to _____ in accordance with the Proposal and the RFP. The Proposal and the RFP are incorporated by reference into this Agreement and attached thereto as Exhibits A and B, respectively.

(d) "Completion Consultant" shall mean the consultant that the Authority selects and uses, pursuant to Section 8 of the Agreement, to complete the Services upon termination of the Consultant pursuant to Section 7 hereof.

(e) "_____" shall refer to the Authority's _____ or his/her designee acting on his/her behalf as employees of the Authority with regard to this Agreement.

(f) All other defined terms as used in this Agreement shall have the same meaning as defined and used in the RFP (Exhibit A) or the Proposal (Exhibit B), as the case may be.

2. COMPENSATION.

(a) The authorized amount of compensation to be paid to the Consultant under this Agreement shall be a fixed fee of \$_____ for _____ and an amount not to exceed \$_____ for _____ in accordance with the Proposal. Payments shall include all professional fees, administrative service fees and all material expenses. The Authority shall have the right to audit all payroll and direct costs or expenses of the Consultant in accordance with Section 11 of this Agreement. The Consultant shall keep available, for Authority inspection, records of all costs and expenses for a period of not less than seven (7) years after the term of this Agreement.

(b) No increase in the fees or expenses set forth in Section 2(a) hereof shall take effect unless such increased fees or expenses are approved by the members of the Authority in accordance with the statutes and laws of the State of New Jersey. The Consultant acknowledges and agrees to its responsibility to maintain control of all fees and expenses, and further acknowledges and agrees that the total compensation in the amount of \$_____ is a total amount not to be exceeded and is sufficient to complete the Services under the terms of this Agreement.

(c) Any payments made to the Consultant by the Authority under the terms of this Agreement shall not be deemed a waiver of the Authority's right to seek damages for remediation in the event there are any deficiencies in the Services.

(d) In the event of any conflicting claim or claims by the Consultant regarding the right to receive payments which may be due, or to become due, from the Authority under the terms of this Agreement, the Authority may withhold only the amount of payments pertinent to such conflicting claim or claims until such dispute, or disputes, be finally resolved to the reasonable satisfaction of the Authority.

3. STANDARD OF CARE. The Chief Financial Officer may disapprove any item of Service rendered by the Consultant if it is not in accordance with the requirements of the Agreement or the standard of care of the Consultant as set forth herein. The Consultant represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of non-fulfillment of the foregoing warranty, upon written demand of the Authority, the Consultant shall perform such corrective services (within the original scope of work) as may be necessary to conform to the foregoing warranty; provided further however, it is understood that the Chief Financial Officer shall have the right throughout the course of the entire Agreement to review the Consultant's work and request reasonable remedial efforts and corrections, provided that such changes or corrections are substantially consistent with the RFP and the Proposal, and are limited to ensuring that the Consultant has provided the Services in accordance with the requirements of this Agreement and this standard of care. All costs incurred by the Consultant in performing any corrective Services shall be borne by the Consultant.

4. SERVICES. The Consultant represents itself to be experienced and competent to perform the Services in accordance with the requirements of this Agreement and the Standard of Care set forth in Section 3 herein. The Consultant agrees that the Services to be performed hereunder shall be those specified in the RFP and the Proposal. Should any ambiguity or conflict exist among the Agreement, the RFP, and the Proposal in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the hierarchy set forth in Section 27.

5. TERM. This Agreement shall be in effect for a period of two (2) year(s) from the effective date of this Agreement. This Agreement also provides the Authority with the option for two (2) additional (1) year extension(s) with the concurrence of the Consultant, if deemed necessary for additional services necessary or incidental to the subject matter of this Agreement. During the term of the Agreement the Authority will have the right to procure additional materials or services at the pricing outlined within the Proposal.

6. PERSONNEL. The Consultant agrees that the key personnel identified in the Proposal will be those individuals that are assigned to the Services, and that the assignment of such individuals is a material term of this Agreement. The Consultant agrees to promptly notify the Authority in writing of the identity of any individuals that it desires to assign to perform the Services as a replacement for, or in addition to, the key individuals named and listed in the Proposal. All replacements shall be subject to the approval of the Authority; provided, however, that such approval will not be unreasonably withheld if any replacement possesses qualifications and experience that are equal to, or greater than, the subject of the replacement.

7. TERMINATION. This Agreement may be terminated or suspended by the parties pursuant to the following terms and conditions:

(a) The Authority may terminate the Agreement as follows:

- (i) Upon thirty (30) days prior written notice by the Authority upon failure by the Consultant to remedy a material breach of its obligations under of this Agreement;
- (ii) For convenience, upon thirty (30) days prior written notice by Authority;
- (iii) If the Consultant shall become insolvent or make an assignment for the benefit of the creditors or files a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against the Consultant and the act of bankruptcy alleged is not

denied by the Consultant; or, if denied, is not removed or dismissed within sixty (60) days, then and in such case, the Authority may at its option forthwith terminate this Agreement;

(b) The Consultant may terminate the Agreement as follows:

(i) Upon thirty (30) days prior written notice by the Consultant upon failure by the Authority to remedy a material breach of its obligation under this Agreement;

8. RIGHTS UPON TERMINATION. In the event of a termination, pursuant to Section 7 hereof, the total amount paid to the Completion Consultant exceeds the compensation stated in this Agreement, the Consultant shall pay the Authority any reasonable excess cost incurred by the Authority as a result of engaging the Completion Consultant.

9. OBLIGATION FOR TRANSITION. At such time as this Agreement is terminated, whether pursuant to Section 7 hereof or by the expiration of the term and/or extension of the term pursuant to Section 5 hereof, the Consultant will make all reasonable efforts, in cooperation with the Authority and such parties as may be selected by the Authority to perform the Services after the termination of this Agreement, to effect a smooth transition of services. In furtherance of this commitment, the Consultant shall, for example, but without limitation, retain and timely transfer all relevant files (including electronic files) to the appropriate recipient; confer with the Authority, and with any other party at the Authority's instruction.

10. FORCE MAJEURE. Neither party shall be liable for any delays or failure in performance due to causes beyond its control, including but not limited to, acts of any government, war, natural disasters, strikes, civil disturbances, fires, equipment failure or failures of third parties to provide (or delays in so providing) equipment, software or services. The parties shall act, to the extent reasonably possible, to minimize any such delays. In the event either party is subject to delays due to such a cause for more than sixty (60) days, either party may, at its option, terminate this Agreement for convenience upon written notice to the other, or, upon mutual agreement, extend the time for performance by the period of time equal to the time lost, whether the delay is less than sixty (60) days or not.

11. RIGHT TO AUDIT. Consultant shall:

(a) Permit during ordinary business hours for the term of this Agreement and for a period of seven (7) years after final acceptance of the Services, the examination and audit by the officers, employees and representatives of the Authority of such records and books relating to the Services and also any records and books of any company which is owned or controlled by the Consultant, or which owns or controls the Consultant, if said company performs services similar to those performed by the Consultant anywhere in the State of New Jersey.

(b) If any audit pursuant to Section 11(a) requires the Authority's officers, employees and representatives to travel outside the State of New Jersey to the Consultant's principal place of business where the Consultant's records and books are maintained, then the Consultant shall bear the additional cost of the audit.

(c) The Authority shall provide reasonable prior notice to the Consultant of any anticipated audit under this Section.

12. INSURANCE. The Consultant shall procure and maintain at its own expense, for the entire term of the Agreement, insurance for liability for damages imposed by law, in accordance with Section V of the RFP.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE AGREEMENT OR OTHERWISE IN LAW OR EQUITY.

13. INDEMNIFICATION. The Consultant agrees to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Consultant or the Authority), resulting from any negligent act or negligent omission or willful misconduct of the Consultant or any of its officers, agents, subconsultants, or employees in any manner related to the subject matter of this Agreement. In the event that the Consultant fails to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them in accordance with this Section, any money due to the Consultant under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

14. EEO/AFFIRMATIVE ACTION. The Consultant agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Division on Civil Rights of the New Jersey Department of Law and Public Safety; and that it does not discriminate against any person or persons on the basis of race, religion, color, national origin, nationality, ancestry, sex, marital status, domestic partnership status, familiar status and affectional or sexual orientation.

In addition, the Consultant agrees to complete the appropriate forms attached as follows:

- (a) Mandatory Affirmative Action Language; and
- (b) State of New Jersey Affirmative Action Employee Information Report ("Form AA-302")

However, if the Consultant maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in lieu of the Form AA-302.

15. DIVISION OF REVENUE REGISTRATION. Pursuant to the terms of N.J.S.A. 52:32-44, the Consultant is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. No agreement shall be entered into by the Authority unless the Consultant first provides proof of valid business registration. In addition, the Consultant is required to receive from any subconsultant it uses for goods and services under this Agreement, proof of valid business registration with the Division of Revenue. No subconsultant agreement shall be entered into on account of any agreement with Authority unless the subconsultant first provides proof of valid business registration.

16. CONFIDENTIALITY.

(a) Each party agrees that all information and materials shared under the terms of this Agreement are privileged and shall be held in strict confidence by the receiving party and shall only be used in connection with the purposes of this Agreement to conduct such other activities as are necessary and proper to carry out the purposes of this Agreement. Each party shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or materials or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with the performance of this Agreement complies with the terms of this Agreement. Each party shall protect from disclosure all information and materials shared by the parties and their respective counsel, or with technical consultants, to the fullest extent permitted by law.

(b) Upon the termination or expiration of this Agreement, to the extent reasonably practicable, confidential materials shall be returned to the disclosing party, including all copies thereof. Following termination, each party shall remain obligated to preserve the confidentiality of all confidential information received or disclosed pursuant to this Agreement.

(c) In the event information or materials disclosed under this Agreement are sought by a third party by way of subpoena, request pursuant to the Open Public Records Act, N.J.S.A. 10:4-6 et seq., or by any other manner, the party receiving the request will promptly notify the other party to enable it to respond to such request and each party shall take all necessary and appropriate steps to invoke any applicable privileges to prevent disclosure, and the Consultant shall have primary responsibility to defend any attempt by a third party to obtain from the Authority any information which the Consultant considers to be confidential.

17. NEWS RELEASES. No news releases pertaining to the Services shall be made without the Authority's prior approval which shall not be unreasonably withheld, conditioned or delayed.

18. NOTICES. Any notices to the Parties pursuant to the terms of this Agreement shall be in writing and addressed to:

As to _____:

As to New Jersey Turnpike Authority:

Donna Manuelli, Chief Financial Officer
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

With a Copy to:

General Counsel
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

19. PERSONAL LIABILITY. In carrying out the provisions of this Agreement, or in exercising any power or authority granted it by its position, the Consultant agrees that neither the members of the Authority nor any officer, agent or employee of the Authority shall be personally charged by the Consultant with any liability.

20. APPLICABLE LAWS. The Consultant shall perform the Services in compliance with all applicable Federal, State, and Local laws, ordinances, rules, regulations and orders.

21. GOVERNING LAW. The terms of this Agreement shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to this Agreement shall be brought only in the Superior Court of the State of New Jersey.

22. INDEPENDENT CONSULTANT. Neither party shall be considered nor hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. The Consultant shall perform the Services as an independent consultant.

23. ASSIGNMENT. This Agreement, or any part thereof, shall not be subcontracted or assigned by the Consultant, without the specific prior written permission of the Authority, which permission shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment without such prior permission shall be null and void.

24. FOREIGN CORPORATION. The Consultant agrees that, if applicable, it shall register as a "Foreign Corporation" with the Office of the Secretary of New Jersey, designating a resident agent for the service of process and shall provide written proof of such registration prior to the Authority's execution of this Agreement.

25. INTEGRATION. This Agreement, together with Exhibits A, and B, constitutes the entire Agreement between the parties and supersedes all provisions, agreements, promises, representations, whether written or oral, between the parties with respect to the subject matter herein.

Should any ambiguity or conflict exist among this Agreement, Exhibit A (the RFP) and Exhibit B (the Proposal) in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the following hierarchy:

- (a) Agreement;
- (b) RFP (Exhibit A)
- (c) Proposal (Exhibit B);

26. PARTIES BOUND. This Agreement shall be binding upon the Consultant and the Authority, their respective successors and assigns.

27. SEVERABILITY. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision did not exist herein.

28. CODE OF ETHICS. The Consultant is advised that the Authority has promulgated a Code of Ethics pursuant to the laws of the State of New Jersey, a copy of which has been previously provided. By entering into this Agreement, the Consultant agrees to be subject to the intent and purpose of said code and to the requirements of the State Ethics Commission.

29. PROFESSIONAL SERVICES AGREEMENT. This Agreement between the parties is an Agreement for Professional Services within the meaning of the Statutes and Laws of the State of New Jersey.

30. SECTION HEADINGS. The Section headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any terms or provisions of this Agreement.

[Execution Page Follows]

IN WITNESS THEREOF, the Parties have caused their duly authorized representatives to execute this Agreement and to affix their respective corporate seals on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Czajkowski
Assistant Secretary

By:_____
Veronique Hakim
Executive Director

[Corporate Seal]

Approved by the Law Department

_____.

ATTEST:

NAME OF CONSULTANT

[Name]
[Title]
[Corporate Seal]

By:_____
[Name]
[Title]